

The complaint

Mrs B complains Accredited Insurance (Europe) Ltd (Accredited Insurance) caused delays affecting completion of the repairs to her car after she made a claim on her motor insurance policy.

Accredited Insurance are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the agent. As Accredited Insurance have accepted it is accountable for the actions of the agent, in my decision, any reference to Accredited Insurance includes the actions of the agent.

There are several parties and representatives of Accredited Insurance involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Accredited Insurance.

What happened

Mrs B made a claim on her motor insurance policy after she was involved in an accident whilst driving her car.

The car was taken into storage at the main dealer as it was not drivable. It remained here for two weeks before going to Accredited Insurance's approved repairer.

During the process of validating Mrs B's claim Accredited Insurance found she had not disclosed a claim from 2019.

When the car was inspected by Accredited Insurance's approved repairer on 9 February 2023 it queried if some of the damage was accident related or a warranty issue. It advised the car needed to go to the main dealer for diagnostic tests. The main dealer was unable to do this until the beginning of March 2023,

After inspection by the main dealer the repairs to the car were authorised and then started on 23 March 2023. They were completed on 28 March 2023. Mrs B was allocated a courtesy car for the duration of the repairs.

As Mrs B was not happy with Accredited Insurance, she brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said although they acknowledged the delays were outside of Accredited Insurance's control it still had the responsibility to deal with her claim promptly or offer alternatives when it was unable to do this. They recommended £150 compensation be paid to Mrs B to recognise the impact on her being without a car for around three weeks where there was no movement on her claim.

As Accredited Insurance is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I saw the incident took place on 18 January 2023 and Mrs B's car was recovered to the main dealer.

When Accredited Insurance looked into Mrs B's claim it identified an undisclosed claim from 2019. Her claim did not proceed whilst Accredited Insurance undertook investigations into this. Mrs B accepts this was her mistake. Accredited Insurance's investigations took until 27 January 2023 for her claim to be authorised.

I think it was reasonable for Accredited Insurance to verify the anomalies on Mrs B's records before authorising the claim. I cannot hold it responsible for this delay as the mistake was that of Mrs B for forgetting to disclose the claim when she took out her policy.

I saw Accredited Insurance's approved repairer collected Mrs B's car on 2 February 2023. The damage was assessed on 9 February 2023 at which point it advised the car needed to go to the main dealer for diagnostic before any repair work was authorised. This was because it needed to check if some of the damage found was a warranty issue.

I saw the main dealer was unable to offer an appointment for the diagnostic to take place until March 2023.

I think it was reasonable for Accredited Insurance to check if some of the damage was a warranty issue before it authorised repairs to Mrs B's car. And I understand the delay for an appointment at the main dealer was not within Accredited Insurance's control. However Mrs B was without her car for around three weeks before the repairs were authorised, and I have seen no evidence it looked at alternative options to progress her claim.

I saw Mrs B contacted Accredited Insurance a number of times to chase up progress on her claim and to request a courtesy car to be provided.

I looked at the terms and conditions of Mrs B's policy and on page four it says;

"Courtesy car

A small hatchback that we arrange to lend you while your car is being repaired."

This means a courtesy car was only due to be provided whilst Mrs B's car was being repaired. I saw that Accredited Insurance did provide a courtesy car to her after the repairs had been authorised and her car was with its approved repairer.

It was Accredited Insurance's responsibility to deal with Mrs B's claim promptly. As there was no progression on Mrs B's claim for approximately three weeks I don't think Accredited Insurance dealt with the claim promptly. And as no alternatives were offered to her, it should compensate her for the inconvenience caused due to being without a car during this delay.

Therefore, I uphold Mrs B's complaint and require Accredited Insurance to pay her £150 compensation for the distress and inconvenience caused when she was without a car whilst there was no movement on her claim.

My final decision

For the reasons I have given I uphold this complaint.

I require Accredited Insurance (Europe) Ltd to pay Mrs B £150 compensation for the distress and inconvenience caused when she was without a car whilst there was no movement on her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 27 November 2023.

Sally-Ann Harding
Ombudsman